

First Amendment to Purchase and Sale Agreement

Reference is hereby made to a Purchase and Sale Agreement, dated August 6, 2014, by and between 2-12 Prescott Street LLC and 39-41 Lincoln Street LLC (hereinafter collectively the "Sellers") and Reading MKM, LLC (hereinafter the "Buyer") relating to the properties known as 2-12 Prescott Street, Reading, Massachusetts and 39-41 Lincoln Street, Reading, Massachusetts, (hereinafter the "Agreement")

Whereas the Agreement is contingent upon the Buyer obtaining certain Approvals, as defined and set forth in Paragraph 23 of the Agreement; and

Whereas the Sellers and Buyer agree that it is not likely that Buyer will be able to obtain the required Approvals as originally contemplated within the time limited set forth in the Agreement.

Now Therefor, for valuable consideration, the receipt and sufficiency are acknowledged by the parties, the Sellers and Buyer hereby agree as follows:

1. Paragraph 2.2 is hereby amended in its entirety and the following Paragraph 2.2 is substituted therefor:

2.2. Delivery of Deposit. Buyer has, upon Buyer's execution of this Agreement, delivered the Initial Deposit of _____ and the second deposit of _____ to Latham Law Offices LLC, 643 Main Street, Reading, MA 01867, as escrow agent (the "Escrow Agent"). The Deposit shall be held by the Escrow Agent in a federally insured interest bearing account subject to the provisions of **Schedule B** attached hereto. Any interest earned shall follow the Deposit. At Closing, the Deposit shall be credited against the Purchase Price pursuant to the terms and provisions of this Agreement. Notwithstanding anything contained herein to the contrary, all Deposits are fully refundable until Buyer obtains a Chapter 40B Project Eligibility Letter from the Commonwealth of Massachusetts. It is agreed that the holding of the Deposit by the Seller's attorney shall not disqualify Seller's attorney from representing the Seller in this transaction or any subsequent or associated matters between the parties.

2. The last sentence of Paragraph 9 is hereby amended in its entirety and the following is substituted therefor:

This paragraph shall not apply to obtaining a Chapter 40B Project Eligibility Letter from the Commonwealth of Massachusetts, which is an express condition of this Agreement.

3. Paragraph 23 is hereby deleted in its entirety and the following Paragraph 23 is substituted therefor:

23. Approvals: The Buyer's obligation to purchase the Real Property is expressly contingent upon the following governmental permits and approvals (the "Approvals"): a) the issuance of a Chapter 40B Project Eligibility Letter from the Commonwealth of Massachusetts to redevelop the Property as a residential rental development and b) the receipt of a comprehensive permit pursuant to Chapter 40B from the Town of Reading Zoning Board of Appeals to build the project, and the expiration of all appeals periods related to a and b. Buyer agrees to use diligent efforts to apply for and obtain the Approvals at Buyer's sole cost and expense. Sellers agree to reasonably cooperate with Buyer in applying for and obtaining the Approvals at no cost to Sellers and provided it shall not require substantial dedication of Sellers' time. In the event Buyer is unable to obtain the Approvals within one (1) year from the original date of the execution of this Agreement (July 30, 2014), as said date may be extended pursuant to Section 4 of this Agreement, Buyer shall have the right to terminate this Agreement by written notice to Sellers and thereupon this Agreement shall be null and void without further recourse to the parties. In the event Buyer has received the Chapter 40B Project Eligibility Letter, then the Deposit shall be non-refundable and shall be released to Seller forthwith in the event of Buyer's termination thereafter. In the event the Buyer has not received the Chapter 40B Project Eligibility Letter, then the Deposit shall be fully refundable to Buyer upon termination in accordance with this Section 23

4. The Agreement shall be further contingent upon the Sellers, at Sellers sole cost and expense, properly removing all 55 gallon drums, and the contents thereof, from the property prior to closing.
5. Except as expressly set forth herein the terms and provision of the Agreement remain in full force and effect and the Sellers and Buyer hereby ratify and confirm same.

[SIGNATURE PAGE TO FOLLOW]

Executed as a sealed instrument as of the _____ day of November, 2014.

Sellers:

Buyer:

2-12 Prescott Street LLC

Reading MKM, LLC

By: Sylvain J. Tremblay

Sylvain J. Tremblay, Manager

39-41 Lincoln Street LLC

By: [Signature]

Kenton R. Chase, Manager

By: Sylvain J. Tremblay

Sylvain J. Tremblay, Manager

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made as of this 6th day of July, 2014, by and between 2-12 Prescott Street LLC and 39-41 Lincoln Street LLC, Massachusetts limited liability companies both having an address of 56 Redgate Lane, Reading, MA 01867 (collectively the "Seller") and Reading MKM LLC, a Massachusetts limited liability company having its office at 109 Oak Street, Suite G20, Newton, MA 02464 ("Buyer").

AGREEMENTS:

In consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows:

1. Agreement to Buy and Sell. Seller shall sell and Buyer shall purchase the following described real property, contracts, agreements, permits, approvals and rights (which shall collectively be referred to as the "Property") upon the terms, conditions, stipulations and agreements hereinafter set forth:

1.1 Real and Personal Property. Seller shall convey good and clear record and marketable title in and to the land located at 2-12 Prescott Street, Reading, MA as more particularly described in a Quitclaim Deed from Sylvain J. Tremblay and Donna E. Doucette to 2-12 Prescott Street LLC, dated April 11, 2005, recorded with the Middlesex South Registry of Deeds in Book 45430, Page 308 and 39-41 Lincoln Street, Reading, MA as more particularly described in a described in a Quitclaim Deed from Donna E. Doucette to 39-41 Lincoln Street LLC, dated April 11, 2005, recorded with the Middlesex South Registry of Deeds in Book 45430, Page 311, together with the buildings and improvements thereon (the "Building") and all hereditaments and appurtenances thereto (collectively referred to herein as the "Real Property").

1.2. Leases. Seller shall terminate all Leases affecting the Real Property and deliver the premises vacant at the time of closing as set forth on **Schedule A**.

1.3 Permits and Governmental Approvals. To the extent they are assignable at no cost to Seller, Seller shall assign all of Seller's right, title and interest in and to all permits, certificates, variances, consents, approvals and other rights pertaining to the Real Property, if any (collectively, the "Permits"), without recourse. Included herein are any elevator inspections and certificates for any elevators in the building and fire escape inspections and certificates, if applicable and as in existence as of the Closing date. Seller shall not be obligated to seek or obtain any governmental or other third party approval of assignment, but Seller agrees to provide reasonable cooperation to Buyer in pursuing same.

2. The Purchase.

2.1 Purchase Price. The purchase price for the Real Property described in Section 1 above shall be _____) (the "Purchase Price") payable in the following manner:

\$ Initial deposit paid as a deposit with the Offer To Purchase.

\$ Paid as a further deposit on the date of this Agreement

\$40,000.00 paid as a further deposit upon the expiration of the Due Diligence Period as set forth herein.

To be paid at the Closing, in the manner described in Section 2.3 below, subject to adjustments as set forth in this Agreement.

_____ TOTAL

2.2. Delivery of Deposit. Buyer has, upon Buyer's execution of this Agreement, delivered the Initial Deposit of _____ and the second deposit of _____ to Latham Law Offices LLC, 643 Main Street, Reading, MA 01867, as escrow agent (the "Escrow Agent"). The Deposit shall be held by the Escrow Agent in a federally insured interest bearing account subject to the provisions of **Schedule B** attached hereto. Any interest earned shall follow the deposit. At Closing, the Deposit shall be credited against the Purchase Price pursuant to the terms and provisions of this Agreement. Notwithstanding anything contained herein to the contrary, all deposits are fully refundable until the expiration of the Due Diligence Period (as defined herein) and final approval is obtained from the Town of Reading to amend the Downtown Smart Growth Overlay District to include the Property. It is agreed that the holding of the deposit by the Seller's attorney shall not disqualify Seller's attorney from representing the Seller in this transaction or any subsequent or associated matters between the parties.

2.3 Payments. On the Closing Date, Buyer shall pay the balance of the Purchase Price, less the Deposit subject to the adjustments and prorations described in Section 6 below, in immediately available U.S. funds by bank check or wire transfer or transfers of funds to the Escrow Agent, as the Seller shall elect.

3. Condition of Title and Real Property.

3.1 Title Subject to. The Seller shall convey good and clear record and marketable fee simple title, free and clear of all liens, encroachments, betterments, assessments, restrictions and easements, except the following, which shall collectively be referred to as the "Permitted Encumbrances":

(a) All real estate taxes, assessments, water charges and sewer rents, accrued or unaccrued, fixed or not fixed.

(b) Applicable laws and regulations of any governmental authority in effect at the time of Closing provided the same do not materially and unreasonably interfere with redevelopment and use of the Real Property as multi-unit residential dwellings.

(c) Any liens for municipal betterments assessed after the expiration of the Due Diligence Period.

(d) Easements, agreements, restrictions and reservations appearing of record prior to the date of Buyer's title report obtained during the Review Period, which are Permitted Exceptions.

(e) All matters that would be shown on a current ALTA survey of the Property.

3.2 Conveyancing Standards. Any title matter which is the subject of a title, Conveyancing or practice standard or custom of the Real Estate Bar Association (R.E.B.A.) of the Commonwealth of Massachusetts shall be governed by such title standard or practice to the extent applicable.

3.3 Condition of Property. The Property is being sold in its "AS IS", "AS FOUND" and "WHERE IS" condition as of the date hereof, wear and tear and casualty insured against excepted, with all defects, latent and patent, free and clear of all tenants or occupants claiming under Seller. Except as expressly set forth in this Agreement, no representations or warranties (express or implied) have been made or are made and no responsibility has been or is assumed by Seller or by any partner, officer, person, firm, agent or representative acting or purporting to act on behalf of Seller as to the condition or repair of the Property or the value, expense of operation, or income potential thereof or as to any other fact or condition which has or might affect the Property or the use, compliance, condition, repair, value, expense of operation or income potential of the Property or any portion thereof. The parties agree that all understandings and agreements heretofore made between them or their respective agents or representatives are merged in this Agreement and the Schedule hereto annexed, which alone fully and completely express their agreement, and that this Agreement has been entered into after full investigation, or with the parties satisfied with the opportunity afforded by this Agreement for investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in this Agreement or the Schedules annexed hereto.

3.4 Seller's Inability to Perform. Except as set forth in Sections 10.1 and 10.2 below, if, despite Seller's reasonable efforts, Seller is unable to correct any defect in title to the Property raised in an Objection Notice or arising after the date of Buyer's title report obtained during the Due Diligence Period, either at the scheduled Closing Date or extended time for Closing as the case may be, for any reason whatsoever, and Buyer has not defaulted in its performance hereunder, then Buyer shall have an election, but not the obligation, either: (a) to accept title to such Property subject to such defect, lien, encumbrance, condition, or nonconformity with law or regulation without any abatement in the Purchase Price; or (b) to terminate this Agreement, without further obligation or liability of Seller or Buyer, except that the entire Deposit shall be refunded to Buyer, whereupon all obligations of the parties which do not expressly survive termination of this Agreement shall cease and this Agreement shall terminate and become void without recourse to the parties, except as to matters expressly stated to survive the termination of this Agreement. If Buyer makes the election to accept title hereunder, then the Closing shall occur not later than ten (10) days following such election or the originally scheduled Closing Date, whichever is later.

3.5 Purchase Proceeds. Seller may, at Closing, use the purchase money or any portion thereof to clear the title of any or all encumbrances, provided that all instruments releasing such encumbrances are recorded simultaneously with the Closing or arrangements are made for the recording of such releasing instruments within a reasonable period of time following the Closing in accordance with customary conveyancing practices in Boston, Massachusetts, and Buyer is able to obtain the commitment of its title insurer to insure over such encumbrance.

4. Closing Date. The closing of the purchase and sale of the Real Property (sometimes referred to herein as the "Closing" or the "Closing Date") shall be on the fourteenth (14th) day after Buyer has received all Approvals (as defined herein) and the expiration of any applicable appeal periods related to the Approvals but in no event later than one (1) year from the date of execution of this Agreement, provided however that in the event the Approvals are being diligently pursued, Buyer shall have the right to obtain up to four (4) ninety (90) day extensions of the Closing Date at a cost of \$15,000.00 per extension (each an "Extension Fee" and collectively the "Extension Fees"). The Extension Fees shall be non-refundable, except in the event of a default by Seller, and shall be paid directly to Seller to cover carrying costs but shall be applied to the purchase price when and if the closing occurs. Notwithstanding anything in this paragraph to the contrary, in the event the closing is scheduled to occur within eighteen (18) months of the date of this Agreement then the Seller shall have the right to extend the closing date to another date within said eighteen (18) month period so as to coordinate the termination of all tenancies and the sale of Doucette Moving, provided that Seller shall use commercially reasonable efforts to close at the earliest date possible within said eighteen (18) month period. The parties agree to close at the office of counsel to any lender that Buyer may use to finance this transaction so long as located within Suffolk, Essex, or Middlesex Counties, as Seller shall be notified at least two (2) business days prior to Closing, or at such other reasonably convenient place as the Buyer and Seller may agree upon, time being of the essence.

5. Documents of Transfer. The Property shall be conveyed and transferred on the Closing Date, as the same may be extended in accordance with this Agreement, to Buyer or to a nominee or a Permitted Assignee (as defined in Section 19(1) below) of Buyer designated in writing by Buyer not later than five (5) days prior to Closing. The forms of Deed and other conveyance documents described below shall be prepared by Seller and agreed upon during the Review Period.

5.1 Real Property. Seller shall convey title to the Real Property by quitclaim deed or deeds (collectively, the "Deed").

5.2 Personal Property. A Warranty Bill of Sale for any personal property included in the Property, if any, provided that warranties shall be limited to title only.

5.3 Contracts, Permits and Warranties. Seller shall execute an Assignment, pursuant to which Seller shall assign (without recourse to Seller) to Buyer, and Buyer shall assume, at no additional cost to Buyer, all of Seller's right, title and interest in, to and under all Permits, roof warranties and other warranties (to the extent so assignable at no cost or liability to Seller, if any there be) and other rights pertaining to the Real Property, if any, and to the extent in Seller's possession, Seller shall deliver originals of all such documents being assigned to Buyer,

or copies to the extent originals are not available. Annexed hereto and marked as **Schedule C**, is a list of all contracts (oral and written) in effect covering or relating in any way to the Property.

5.4 Seller's Authority. Seller shall deliver current, original Certificates of Good Standing for each LLC issued by the Massachusetts Secretary of State and dated within sixty (60) days of the Closing Date.

5.5 Other Closing Documents. Buyer shall deliver a certificate of nonforeign status. Seller shall deliver a parties-in-possession and mechanic's lien affidavit and each party shall deliver such other tax reporting forms, certificates and affidavits as are customary and are reasonably required by Buyer's title insurance company. Any such affidavits or certificates delivered by Seller will be limited to the actual actions and/or knowledge of an appropriate officer of Seller so long as such limitation is acceptable to the title company to delete standard exceptions for parties in possession or mechanics liens.

5.6. Indemnity. The Seller shall indemnify and save and hold harmless the Buyer from all claims relating to the release of hazardous waste at the Property and occurring or taking place after the expiration of the Due Diligence Period but prior to the closing, including reasonable attorneys' fees, provided such release does not result from the acts or omissions of Buyer, its agents, contractors, employees, or representatives. Furthermore, Seller's obligations under this Section 5.6 shall not exceed One Hundred Thousand Dollars (\$100,000.00) and shall survive closing for a period of 24 months from and after the date of closing.

6. Apportionments and Adjustments. On the Closing Date, Buyer and Seller shall apportion, adjust and prorate the following items in the manner as hereinafter set forth:

6.1 Taxes and Operating Expenses. All real estate taxes, fees and assessments, sewer and water charges or other charges that would constitute a lien on the Property, ("Taxes"), all charges for water and all other utilities ("Operating Expenses"), shall be prorated on a per diem basis as of the date of Closing. If any Taxes have not been finally assessed as of the date of Closing for the current fiscal year of the taxing authority, then the same shall be adjusted at Closing based upon the most recently issued bills therefor, and shall be re-adjusted when and if final bills are issued. If any Operating Expenses cannot conclusively be determined as of the date of Closing, then the same shall be adjusted at Closing based upon the most recently issued bills thus far and shall be re-adjusted within 60 days after the Closing. All electric, gas and telephone and other utilities' accounts, if any there be, shall be changed to the Buyer and the Seller shall pay all undisputed final charges in full in or within thirty (30) days after the closing. Seller shall be entitled to recover any and all deposits held by any utility company as of the Closing Date, without recourse to Buyer. To Seller's knowledge the only deposit Seller is aware of is a deposit with Reading Municipal Light Department of a few hundred dollars Remaining fuel value shall be adjusted as of the Closing Date and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price.

6.2 Charges under Assigned Contracts. The monetary obligations or credits on account of Seller with respect to any of the Assigned Contracts shall be prorated on a per diem basis as of the date of Closing.

7. Closing Expenses. The expenses of closing shall be paid in the following manner:

7.1 Seller shall pay all documentary stamps and or transfer taxes related to the Deed of the Property; and all recording fees and all other costs or expenses customarily paid by Seller in accordance with standard conveyancing practices in the state in which the Property is located.

7.2 On the Closing Date, Buyer shall pay all costs associated with the title search, survey, and any owner's or lender's title insurance policies; and all other costs or expenses customarily paid by Buyer in accordance with standard conveyancing practices in Boston, Massachusetts.

The provisions of this Section 7 shall survive the Closing.

8. Delivery of Records. Seller shall deliver to Buyer, within seven (7) days of the execution of this Agreement, all material records and documents related to the Premises in Seller's possession (if any) including, without limitation, title including title insurance policies, surveys, plans, reports, any hazardous materials site assessment reports, material correspondence with the Town of Reading during the last three (3) years, the most recent appraisal in Seller's possession, tax bills, permits, approvals, licenses, claims, notices of violation, and other information, which, to Seller's actual knowledge and belief exist and are in Seller's possession (the "Records"), but which specifically excludes privileged material. To Seller's knowledge, there are no such privileged materials as of the date hereof. It is expressly agreed that any information and/or documentation provided by Seller to Buyer is without representation or warranty of any kind, except the sole representation by Seller that such information and/or documentation has been kept by and/or provided to Seller in the ordinary course of Seller's business. Buyer accepts and relies upon such documentation, and the information set forth therein, at Buyer's own risk, and Buyer remains obligated to perform any and all due diligence inspections and investigations as Buyer deems necessary to satisfy Buyer's questions and concerns as to the Property. The Property is conveyed in its "as is", "as found" and "where is" condition as of this date, with all faults and defects (latent and patent), as of the date of signing the Agreement, reasonable wear and tear excepted. Buyer shall treat the Records as confidential (other than information which is a matter of public record or information which was already in the possession of Buyer prior to the date of this Agreement), and such documentation shall not be published or otherwise disclosed by Buyer without the written consent of the Seller, except as required by law or regulation, to obtain financing or as hereinafter provided. Notwithstanding the foregoing, Buyer and Seller shall each have the right to disclose such information to directors, partners, officers, employees, consultants, legal counsel, prospective lenders or other advisors retained or contracted by Buyer in connection with this transaction, provided such individuals are advised of and bound by the terms of this Section. In the event this Agreement is terminated, Buyer shall immediately return all originals and copies of such Records to Seller.

9. Buyer's Review.

9.1 Buyer's Review Period (Due Diligence). For purposes of this Agreement the Due Diligence Period (also referred to herein as the "Review Period") shall be the period from the date this Agreement is fully executed until 6:00 p.m. on the date which is ninety (90) days after the date of the execution of this Purchase and Sale Agreement, and Buyer and its agents, attorneys, engineers and architects shall have the right, from and after the date hereof, at Buyer's sole risk, cost and responsibility, to (i) enter upon the Real Property for the purpose of making any surveys, tests, studies and investigations as Buyer desires, in its sole discretion, including without limitation (studies of soils, groundwater, geotechnical conditions, hydrological conditions and investigations necessary to determine the presence of underground storage tanks or hazardous materials (as defined in applicable Environmental Laws), (ii) review the Records and determine the compliance of the Property with all zoning, land use or other applicable laws and regulations, and (iii) otherwise investigate all matters that may affect Buyer's decision to complete the purchase of the Property. Buyer's rights of access shall in all events be subject to all tenants' rights under the Leases, and Buyer shall make no intrusive engineering investigations or other investigations as may cause disturbance or damage to the Property without Seller's prior consent, which consent shall not be unreasonably withheld or delayed. All access must be scheduled at mutually convenient times so as not to interfere with business operations at the Property, and in any event upon at least 48 hours prior notice. As part of Buyer's due diligence, Seller agrees to reasonably cooperate with Buyer including completing, to the Seller's actual knowledge, information and belief, but without imposing upon Seller a duty to investigate or inquire, any environmental questionnaires reasonably requested by Buyer or Buyer's environmental consultants and engineers.

Notwithstanding anything else contained herein, Buyer shall indemnify and hold Seller harmless from and against any and all loss, injury or damage to person or property arising from Buyer's (or its agent's, representative's, consultant's or employee's) presence at, or activities conducted on, the Premises.

Buyer shall promptly restore the Real Property, at Buyer's sole cost and expense, to substantially its condition before Buyer's entry onto the Real Property. Buyer hereby agrees to indemnify and hold Seller harmless from and against any and all claims, liabilities, threats, demands, actions, or penalties on account of or based upon any injury to any person or loss of or physical damage to any property arising out of or in connection with Buyer's, and/or its agents, attorneys, engineers and architects, entry onto the Real Property. Buyer further agrees to provide Seller, prior to and as a condition to any such entry, with certificates of insurance evidencing that Buyer and/or such agents, attorneys, engineers and architects, maintains a policy of comprehensive general public liability insurance, with a broad form contractual liability endorsement covering Buyer's indemnification obligations hereunder, and with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage, insuring Seller and its affiliates as additional insureds.

On or before the expiration of Buyer's Review Period, Buyer may provide written notice to Seller (the "Review Notice") that Buyer is not satisfied in its sole discretion, for any reason, with the results of Buyer's review investigations, and Buyer therefore elects to terminate this Agreement, whereupon the Deposit shall be returned to Buyer, and this Agreement and all obligations of the parties which do not expressly survive termination of this Agreement shall cease, and this Agreement shall be deemed automatically cancelled and void, without recourse to

the parties hereto at law or in equity. Upon termination Buyer shall deliver to Seller copies of such inspection and investigation reports, assessments, and other work product prepared for or obtained by Buyer and relating to the Real Property, including without limitation, surveys, 21E assessments, plans, and reports, provided Seller reimburses the Buyer for the actual cost thereof. The parties hereby agree that Buyer's failure to deliver to Seller, in a timely manner, the Review Notice shall be deemed a waiver by Buyer of its right to terminate this Agreement pursuant to this Section 9. In the event Buyer shall not elect to terminate prior to expiration of the Due Diligence Period, Buyer's shall be deemed to have elected to proceed with the purchase based solely and exclusively upon Buyer's own due diligence investigations and inquiries, and without warranty or representation of Seller of any kind except as explicitly stated herein.

This paragraph shall not apply to the rezoning of the Property by the Town of Reading into the Downtown Smart Growth Overlay District ("DSGOD") which is an express condition of this Agreement.

10. Title and Survey.

10.1 Title and Survey Review. During the Review Period, Buyer shall, at its option, perform a full title examination of the Property (the "Title Report") and/or ALTA survey of the Real Property (the "Survey", and together with the Title Report, the "Reports"). Buyer shall review the Reports relating to title and survey matters and may obtain a commitment for title insurance (the "Title Commitment") from a title insurance company selected by Buyer ("Buyer's Title Company").

10.2 Title Objections. At or before 6:00 p.m. Eastern Time on the last day of the Review Period, Buyer may give written notice to Seller (an "Objection Notice") of any defect, encumbrance, encroachment or other title or survey objection disclosed by the Title Commitment or the Survey which Buyer asserts does not meet the title standards as contained in this Agreement ("Title Objections" and "Survey Objections", respectively, collectively "Objections"). Buyer shall give Objection Notice to Seller of any Title Objection which arises after the effective date of the Title Commitment and of any Survey Objection which arises after the effective date of the Survey as soon as reasonably possible after Buyer becomes aware of such Objection. The Objection Notice shall include a detailed written explanation of the Objection(s) together with copies of relevant Title Report and Survey relied upon by Buyer in making such Objection(s). Any title matter which is reasonably ascertainable from properly indexed instruments at the Middlesex South District Registry of Deeds on the effective date of Buyer's Title Commitment, and any matter or condition which would have been identified by an accurate Survey of the Real Property, as to which Buyer does not give a timely Objection Notice as aforesaid, shall thereafter be deemed a "Permitted Exception". Expiration of the Review Period without receipt by Seller of an Objection Notice shall constitute Buyer's waiver and acceptance of the condition of title and survey as existing on the date of Buyer's Title Report and Survey, respectively.

10.3 Seller's Cure of Title Objections. Seller shall use reasonable efforts to cure any Objection of which Buyer has given timely notice under Section 10.2. Except for

Monetary Encumbrances as defined below, Seller's obligation to use reasonable efforts hereunder shall not obligate the Seller to expend in excess of \$50,000.00 in the aggregate. In the event the costs to cure the Objections shall exceed \$50,000.00 (except for Monetary Encumbrances), as determined in Seller's reasonable determination, then Seller shall notify Buyer within seven (7) days after receipt of Buyer's notice under Section 10.2 that Seller is unwilling to cure such Objections and whereupon Buyer may elect within thirty (30) days thereafter to either (i) terminate this Agreement and receive full refund of the Deposits, or (ii) elect to proceed notwithstanding such Objections, which shall thereafter be deemed "Permitted Exceptions", and Buyer shall be entitled to a reduction in the purchase price of \$50,000. Notwithstanding the foregoing or any other provision of this Agreement to the contrary, Seller shall be unconditionally obligated to remove and discharge; (i) any voluntary liens, including mortgages and real estate taxes and utilities granted by Seller or any prior owner and securing payment of an ascertainable sum of money ("Monetary Encumbrances"); (ii) any liens, encumbrances voluntarily granted or created by Seller after the date of this Agreement. Without limitation, an Objection shall be deemed cured only if Buyer's Title Insurer has agreed to delete reference to such Objection from the Title Commitment or has agreed to provide, any affirmative title insurance coverages which Buyer has reasonably requested in connection therewith or is cured pursuant to a R.E.B.A. Title Standard or otherwise conforms with the title obligations of this Agreement. In the event that Seller has failed to cure all Title Objections with the exception of Monetary Encumbrances, within sixty (60) days of Buyer's Title Objection Notice and all Survey Objections within sixty (60) days of Buyer's Survey Objection Notice, as the case may be, then, within thirty (30) days after the expiration of such sixty (60) day period, Buyer may elect to terminate this Agreement by written notice to Seller, in which event, the Deposit shall be promptly returned to Buyer by Escrow Agent in accordance with the Deposit Escrow Instructions and this Agreement shall terminate and be of no further force and effect, except for those undertakings which are clearly intended to survive a termination. If Buyer does not terminate this Agreement in accordance with the provisions hereof, then Buyer shall be deemed to have elected to proceed with the purchase and take title to the Premises subject to such Title Objections and Survey Objections, which Objections shall be deemed Permitted Exceptions. If Buyer has not elected to terminate this Agreement in accordance with the foregoing, Seller may apply the proceeds of the sale hereunder to the cure or satisfaction of any Monetary Encumbrances which remain uncured on the Closing Date, provided that any documents required to effect such cure are delivered at Closing, or, with respect to mortgages held by institutional lenders, arrangements satisfactory to Buyer's Title Insurer are made for the discharge of such mortgage and the same is deleted from Buyer's Title Commitment.

Buyer may prior to Closing, notify Seller in writing of any objection to title (excluding objections to title which have been waived by Buyer as hereinabove provided or that are or are deemed to be Permitted Exceptions) arising after the Due Diligence Expiration Date. With respect to any objections to title set forth in such notice, Seller shall have an obligation to use reasonable efforts to cure and Buyer shall have the same option to accept title subject to such matters or to terminate this Contract, as set forth above. Seller shall not be obligated to spend in excess of \$50,000 in the aggregate to cure title matters or make the Property conform, exclusive of Monetary Encumbrances and monetary liens other than Monetary Encumbrances, for an ascertainable sum of money ("Involuntary Liens") imposed as a lien after expiration of the Due Diligence Period and encumbering the Property (excluding any liens resulting from the acts or

omissions of Buyer, its agents, representatives, employees, or contractors). Notwithstanding anything else contained herein, Seller shall not be obligated to spend in excess of \$250,000.00 in the aggregate to cure title of Involuntary Liens. If any Title or Survey Objection is raised after expiration of the Due Diligence Period and which is not a Permitted Objection and will not be satisfied from the proceeds of the sale as a Monetary Encumbrance, remains uncured at the time of Closing and Buyer has not elected to terminate this Agreement in accordance with the foregoing, the Closing Date shall be extended for a period of up to sixty (60) days to permit Seller to use reasonable efforts to cure any such Objection. If, after efforts to cure as aforesaid, Seller has not cured such Title Objections which are not Permitted Exceptions or Monetary Encumbrances at the time of Closing (extended as aforesaid), Buyer will have the option, as its sole and exclusive remedies to either (a) terminate this Agreement and receive a refund of the Deposit in accordance with the Deposit Escrow Agreement and Seller shall reimburse Buyer its actual, out of pocket development costs, or (b) proceed to a Closing and to receive a credit against the Purchase Price for any Monetary Encumbrance which is not paid and discharged at Closing from Seller's proceeds as aforesaid, and/or a credit for up the amount necessary to payoff such other Involuntary Liens imposed on the Property, not to exceed \$250,000.00. If Buyer elects the latter, any uncured Title Objections shall be deemed Permitted Exceptions.

11. Operation Pending Closing. Seller shall use reasonable efforts to maintain the Real Property until the Closing Date, or earlier termination of this Agreement, substantially in its present condition, reasonable wear and tear, damage by fire or other casualty, and taking by public authority excepted but shall be obligated to terminate all leases prior to the Closing Date and deliver the Real Property free and clear of all tenants and occupants and their personal property and in broom clean condition.

Seller shall not agree or enter into any lease or other agreement or service contract concerning operation, maintenance or management of the Property or any portion thereof which will extend beyond the Closing Date or impair Seller's ability to perform its obligations under this Agreement, without the prior written consent of Buyer.

12. Insurance, Damage, Destruction or Eminent Domain.

12.1 Damage or Destruction. Seller agrees that it shall provide Buyer forthwith with all files covering any and all damage or destruction claims made with insurance companies or other to the Real Property within the past year and also to provide, within five (5) days after Seller receives knowledge thereof, all claims relating to or concerning the Property. Upon such notice from Seller, Buyer shall then have thirty (30) days within which to exercise the options granted in this Section 12.1 by written notice to Seller as applicable. Seller further agrees that at the time of giving written notice to Buyer of any such damage or destruction, Seller shall provide Buyer with complete copies of all policies of insurance covering that portion of the Real Property so damaged or destroyed.

In the event that the Real Property shall be damaged or destroyed by fire or any other casualty or act of God between the date of execution hereof and the Closing Date and the cost to restore the Real Property shall be in excess of \$100,000, Buyer shall have the option, (i) to proceed with this transaction in accordance with the terms of this Agreement, in which event, the Purchase Price shall be reduced by the amount of the deductible on the insurance policies

covering the Real Property, and Seller shall assign to Buyer all insurance proceeds received or receivable by the Seller up to the amount of the Purchase Price (with any balance to the Seller) as a result of such damage or destruction (such option being referred to herein as the "Closing Option"), or (ii) to terminate this Agreement, in which event the Seller shall retain all insurance proceeds, and the entire Deposit shall be returned to Buyer (along with any interest which may have accrued under the escrow account) and both parties shall be released from further liability hereunder (the "Termination Option"), except with respect to liabilities which expressly survive termination of this Agreement.

In the event any such damage or destruction occurs and the cost to restore the Real Property shall be \$10,000 or less, Buyer shall proceed with the Closing of this transaction in accordance with this Agreement and Seller shall assign to Buyer the Seller's rights under the existing insurance policies covering the Real Property, and the Purchase Price shall be reduced by the amount of any deductible on such insurance policies. All determinations as to the cost to restore the damage or destruction shall be made by Seller's insurance company.

Seller shall also provide the Buyer with all documents in Seller's possession that reflect any and all claims made after the date of this Agreement against any insurance company which cover or relate to the Property.

12.2. Eminent Domain. If, prior to the Closing Date, eminent domain proceedings affecting the Real Property shall be commenced by any competent public authority against the Real Property or any portion thereof, Buyer shall have the option (i) to elect to proceed with this transaction (the "ED Closing Option") and pay the Purchase Price without deduction in which event any compensation paid or payable as a result of such eminent domain proceedings shall be and become the sole property of Buyer up to the amount of the Purchase Price, with any balance to Seller, or (ii) to terminate this Agreement (the "ED Termination Option"), in which event Seller shall retain such award, and the entire Deposit shall be returned to Buyer (along with any interest which may have accrued under the escrow account), and thereafter both parties shall be released from any further liability hereunder, except with respect to liabilities which expressly survive termination of this Agreement. Seller agrees that it shall give to Buyer written notice of any such eminent domain proceedings within five (5) business days after it first receives written notice thereof, and upon the giving of such notice, Buyer shall then have thirty (30) days within which to exercise the options granted in this Section by written notice to Seller.

13. Fees and Commissions. Buyer and Seller each represent to the other that they have dealt with no broker, agent or representative in connection with this transaction, except Jason R. Madden and Michael J. Chapin (the "Broker"). The Buyer shall be responsible for the payment of any and all sales commissions or fees to Broker pursuant to a separate agreement, which shall not be due and payable until execution, delivery and recording of the Deed pursuant to this Agreement. Buyer and Seller each agree to indemnify, defend and hold the other harmless from and against any and all loss, cost, damage, liability or expense, including reasonable attorneys' fees, which the other may sustain, incur or be exposed to by reason of their breach of any representations made herein and any resulting claims for a fee or commission by any broker [other than the Broker]. The provisions of this Section shall survive the Closing Date, the delivery of the Deed, or the earlier termination of this Agreement.

14. Representations.

14.1 Seller's Representations. Seller represents, to Seller's actual knowledge, without investigation or inquiry and without imposing a duty to investigate or inquire, the following are true and correct as of the Date of this Agreement and shall be true and correct at the Closing.

(a) Seller is a duly organized and validly existing limited liability company under the laws of the Commonwealth of Massachusetts, and Sylvain J. Tremblay, as manager, has the legal right, power and authority to enter into this Agreement and to perform all of his obligations hereunder, and the execution and delivery of this Agreement and the performance by Seller of his obligations hereunder: (i) have been duly authorized by all requisite vote or assent of 100% of the Members of the Seller (including the execution of this Agreement by a duly authorized signatory of Seller), and (ii) will not conflict with, or result in a breach of, any of the terms and provisions of any law, regulation, order, judgment, writ, injunction or decree of any court or governmental authority having jurisdiction over Seller or the Property, or any agreement or instrument to which Seller is a party or by which it is bound which would have an adverse effect upon this Agreement or the Property.

(b) Except for the Leases (on Schedule A), and contracts (on Schedule C) of this Agreement, Seller is not a party to any lease, contract, oral tenancy or other material agreement affecting the Real Property and in effect on the date of this Agreement.

(c) Seller has received no written notice of any suits, actions or proceedings pending against or affecting the Property before any court or administrative agency or officer, including, but not limited to, any eminent domain proceedings, and Seller is not in default with respect to, nor has notice of violation of, any judgment, order, writ, injunction, rule or regulation of any court or governmental agency or officer to which Seller is subject in any way affecting the Property or the transactions provided for herein.

(d) The Seller has not been adjudicated insolvent or bankrupt, or petitioned or applied to any tribunal for the appointment of any receiver or trustee; nor has Seller commenced any proceeding relative to the reorganization, dissolution or liquidation of the Seller.

(e) Seller has received no written notice of any current building code, sign code or zoning code violations, and to the best of Seller's knowledge there are no claims or lawsuits currently pending or threatened which, if adversely determined, would affect the title to the property and no claims for a real estate abatement is pending or has been made and no notice of any betterment has been received from the city.

(f) Seller, without investigation of inquiry and without imposing a duty to investigate or inquire, represents to its actual knowledge that during the period of Seller's ownership there have been no environmental releases at the property known to the Seller.

(g) Seller is not aware of any underground storage tanks located on the premises.

(h) Seller shall not withhold any documents from Buyer required to be provided pursuant to Section 8 of this Agreement.

It shall be a condition precedent to closing that the foregoing representations shall be true as of the Closing and if not, Buyer's sole recourse shall be to terminate this Agreement and receive refund of the Deposit, and thereafter both parties shall be released from any further liability hereunder, except with respect to liabilities which expressly survive termination of this Agreement.

15. Buyer's Representations. Buyer represents and warrants the following are true and correct on the Date of this Agreement and shall be true and correct at the Closing.

(a) Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the Commonwealth of Massachusetts, is qualified to do business in the Commonwealth of Massachusetts and has all necessary power to execute and deliver this Agreement, to perform all obligations hereunder, and that this Agreement and any other documents delivered in connection herewith have been duly authorized by all requisite action on Buyer's part, and that this Agreement is valid and legally binding on Buyer, and to the best of Buyer's knowledge, will not conflict with or result in a breach of any of the terms, covenants and provisions of any contract or instrument or agreement as to which Buyer is currently bound or any law or regulation, order, judgment, writ, injunction or decree of any court or governmental authority.

(b) To the best of Buyer's knowledge there is no litigation or proceeding pending or threatened, which would prevent Buyer from complying with any of its obligations under this Agreement.

(c) Buyer has not been adjudicated insolvent or bankrupt, or petitioned or applied to any tribunal for the appointment of any receiver or trustee; nor has Buyer commenced any proceeding relative to the reorganization, dissolution or liquidation of Buyer.

(d) Buyer warrants and represents it has funds sufficient to purchase the Property and perform its obligations hereunder.

16. Remedies.

(a) In the event Seller fails or refuses to perform its obligations under this Agreement, Buyer may, as its sole remedy therefor, either (i) bring an action in specific performance to enforce the terms of this Agreement or (ii) terminate this Agreement and recover from Seller a refund of the Deposit. The provisions of this Section shall survive termination of this Agreement.

(b) In the event Buyer fails or refuses to perform its obligations under this Agreement, Seller shall, as its sole and exclusive remedy therefor at law or in equity, be entitled to receive the Deposit as liquidated damages (and not as a penalty) in lieu of, and as full compensation for, all other rights or claims of Seller against Buyer due to such default, and thereafter the obligations of the parties hereto that do not expressly survive termination of this Agreement shall cease, and this Agreement shall be void without any recourse to the parties

hereto. Buyer acknowledges that the actual damages in the event of Buyer's default would be difficult to ascertain and that the deposit is a reasonable forecast of Seller's damages, and is an acceptable method to establish same. The foregoing provision shall not limit or restrict Seller's ability to enforce indemnity agreements of Buyer hereunder under Section 9.1 hereof. The provisions of this Section shall survive the Closing and delivery of the Deed, or earlier termination of this Agreement.

17. Notice. Unless and until changed by written notice as provided herein, all notices, demands and requests which may or are required to be given by either party to the other shall be in writing, and shall be sent by (i) personal delivery with receipt, (ii) reputable overnight carrier, (iii) confirmed facsimile or email or (iv) United States registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To Seller:

2-12 Prescott Street LLC
39-41 Lincoln Street LLC
56 Redgate Lane
Reading, MA 01867
Attention: Sylvain Tremblay
Fax: (please complete)
Email:

cc: Joshua E. Latham, Esq.
Latham Law Offices LLC
643 Main Street
Reading, MA 01867
Fax No. 781-944-7079
Email: JoshLatham@lathamesq.com

To Buyer:

MKM Reading LLC
109 Oak Street – Suite G20
Newton, MA 02464
Attention: Kenton Chase
Fax. 617-928-1900
Email: kenchase01@yahoo.com

cc: Scott M. Jamieson, Esq.
Shocket Law Office LLC
175 Highland Avenue – Suite 303
Needham, MA 02494
Fax No. 781-429-3113
Email: sjamieson@shocketlaw.com

All notices, demands and requests which shall be served upon either party in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder two business days after such notice, demand or request shall be duly mailed to the other party, or upon delivery, if personally delivered or sent by email or facsimile before 6:00 p.m. on any business day or upon the next business day if sent by reputable overnight carrier.

18. Limitation of Liability. If the person executing this Agreement on behalf of Seller or Buyer is executing this Agreement in a representative or fiduciary capacity or as an officer or manager of either Seller or Buyer, only the principal, estate or entity represented shall be bound, and neither the person executing this Agreement on behalf of Seller or Buyer, as the case may be, nor any director, officer, employee, shareholder, partner, trustee or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder except to the extent that the proceeds of sale are distributed to any such persons. The acceptance and recording of a deed by the Buyer or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are explicitly stated herein to be performed after the delivery of said deed.

19. Miscellaneous.

(a) This Agreement shall not be altered, amended, changed, waived, terminated or otherwise modified in any respect or particular unless the same shall be in the writing and signed by or on behalf of the party to be charged therewith.

(b) This Agreement shall be interpreted and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law rules.

(c) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and to their respective heirs, executors, administrators, successors and assigns.

(d) All prior understandings and agreements between the parties are merged in this Agreement, which alone fully and completely expresses the agreement between them, and which is entered into after full investigation, neither party relying upon any statement or representation made by the other not embodied in this Agreement, and without regard to or aid of canons requiring construction against the Buyer, Seller or party drawing this Agreement.

(e) No failure or delay of either party in the exercise of any right given to such party hereunder or the waiver by any party of any condition hereunder for its benefit shall constitute a waiver of any other or further right nor shall any single or partial exercise of any right preclude other or further exercise thereof or any other right. The waiver of any breach hereunder shall not be deemed to be a waiver of any other or any subsequent breach hereof.

(f) Each party hereto shall from time to time exercise, acknowledge and deliver such further instruments and perform such additional acts as the other party may reasonably request to effectuate the intent of this Agreement.

(g) Each of the schedules referred to herein and attached hereto is incorporated herein by this reference.

(h) No provision of this Agreement shall survive the Closing except as herein expressly provided.

(i) If suit or action is filed to interpret or enforce this Agreement or relating to any dispute between Buyer and Seller relative to this Agreement, the prevailing party shall be entitled to be awarded its reasonable attorneys' fees in addition to other costs and disbursements allowed by law, including the same with respect to an appeal.

(j) This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same instrument.

(k) If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each

term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

(l) Buyer may not assign this Agreement, except to a Permitted Assignee without first obtaining Seller's written consent which consent shall not be unreasonably withheld or delayed. A "Permitted Assignee" shall mean any entity controlling, controlled by or under common control with Buyer or its principals, including without limitation, a limited partnership in which any such entity is the sole general partner. Any assignment in contravention of this provision shall be void. No assignment shall release the Buyer herein named from any obligation or liability under this Agreement. Any Permitted Assignee shall be deemed to have made any and all representations and warranties made by Buyer hereunder, as if such Assignee were the original signatory hereto.

(m) Seller and Buyer agree not to record this Agreement or any memorandum hereof. Notwithstanding anything to the contrary contained herein, the Buyer or Seller may wish to complete the transaction or a portion of the transaction contemplated hereby as one element of a like-kind exchange under Section 1031 of the Internal Revenue Code. Seller agrees to cooperate with Buyer and Buyer agrees to cooperate with Seller, as the case may be, to accomplish that end, provided, however, that such cooperation shall not require Seller or Buyer to assume any liability in connection with the other's exchange or to take title to the property being exchanged.

20. Financing. This Agreement shall not be contingent upon Buyer obtaining financing however Buyer shall have the right to do so in which event Seller agrees to reasonably cooperate with Buyer and Buyer's lender.

21. Title. It is understood and agreed by the parties that the Real Property shall not be in the conformity with title provisions of this Agreement unless:

(a) All buildings, structure or improvements including but not limited to any driveways, garages and all means of access to the premises, shall be located completely within the boundary lines of said premises and shall not encroach upon or under the property of any other person or entity unless by validly recorded easement conferring vested, perpetual rights to maintain such encroachment;

(b) No building, structure or improvement of any kind belonging to any other person or entity shall encroach upon or under said premises;

(c) The premises shall abut a public way or a private way to which Buyer shall have both pedestrian and vehicular access, and if a private way, such private way in turn has satisfactory access to a public way; or, if a public way, such public way is duly laid out or accepted as such by the city or town in which said premises are located.

22. Title Insurance: If the Buyer desires to obtain an owner's policy of title insurance for the Real Property it shall be a condition of Buyer's obligation to purchase the premises that at the time for delivery of the deed, Seller sign all certificates and other documents customarily and

reasonably required by Buyer's or Lender's Title Insurance Agent in order to obtain said title insurance, including, but not limited to, an affidavit stating that:

(a) There are no tenants, lessees or parties in possession as of the date of delivery of the deed; and

(b) Seller knows of no work which would entitle anyone to mechanics' or materialmen's liens with regard to the premises.

(c) If, subsequent to the delivery of the Seller's deed, any mechanic's or laborer's lien, shall be filed against the Real property, based upon any work performed at, or materials furnished to, the Real Estate during the period of Seller's ownership (whether or not such lien, charge or order shall be valid or enforceable as such) and not due to the acts or omissions of Buyer, its agents, representatives, employees or contractors, within 20 days after notice to the Seller of the filing thereof, the Seller shall take such action, by bonding, deposit, payment or otherwise, to remove such lien of record as against the Property. This paragraph shall survive delivery of the deed for a period of 93 days.

23. Approvals: The Buyer obligation to purchase the Real Property is expressly contingent upon the following governmental permits and approvals (the "Approvals"): a) the Real Property being rezoned to the DSGOD by the Town of Reading and b) the issuance of a Special Permit and Site Plan Review by the Town of Reading to redevelop the Property as a residential condominium or residential rental development pursuant to the DSGOD to be determined by the Buyer. Buyer agrees to use diligent efforts to apply for and obtain the Approvals at Buyer's sole cost and expense. Seller agrees to reasonably cooperate with Buyer in applying for and obtaining the Approvals no cost to Seller and provided it shall not require substantial dedication of Seller's time. In the event Buyer is unable to obtain the Approvals within one (1) year from the date of the execution of this Agreement, as said date may be extended pursuant to Section 4 of this Agreement, Buyer shall have the right to terminate this Agreement by notice to Seller and thereupon this Agreement shall be null and void without further recourse to the parties. In the event the Real Property has been rezoned to the DSGOD, and the 90 day Due Diligence Period has expired, then the Deposits shall be nonrefundable and shall be released to Seller forthwith upon Buyer's termination thereafter. In the event the Real Property has not been rezoned to the DSGOD, then the Deposits shall be fully refundable to Buyer upon termination in accordance with this Section 23.

24. Seller Bankruptcy: If the Seller should file bankruptcy during the pendency of the Agreement, the Buyer shall have the option of terminating the Agreement at which time the Escrow Agent will immediately refund the Buyer's deposit and all interest earned thereon.

25. Performance. Time is of the essence in the performance of the obligations of Buyer under this Agreement. If any outside date for the performance of any obligation or giving of any notice under this Agreement shall occur on a weekend or legal holiday, then the date for such performance or notice shall be extended until the next succeeding business day.

Next page is the signature page.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

SELLER:

2-12 Prescott Street LLC

By: Sylvain J. Tremblay
Sylvain J. Tremblay, Manager

39-41 Lincoln Street LLC

By: Sylvain J. Tremblay
Sylvain J. Tremblay, Manager

BUYER:

Reading MKM LLC

By: [Signature]
Kenton Chase, Manager

The undersigned Escrow Agent hereby acknowledges its receipt of the Deposit and agrees to the terms of this Agreement solely with respect to the obligations, terms and covenants contained in this Agreement relating to the Escrow Agent.

ESCROW AGENT:

Latham Law Offices LLC

By: [Signature]
Joshua E. Latham, Esquire

Schedules Annexed Hereto

- A: List of Leases (to be terminated by Seller prior to closing)
- B: Escrow Provisions
- C: All Contracts affecting the Property as of the date of the Agreement.

SCHEDULE A

List of Leases

Domenic Tango Plumbing	Parking	Tenancy at Will
Doucette Moving	Office, Parking, Storage	Tenancy at Will
Dave Pouliot Landscaping	Office, Parking	Tenancy at Will
Dennis Hoffman-Irrigation	Office, Parking	Tenancy at Will
Paul Stathos	Indoor workspace	Tenancy at Will

SCHEDULE B

Duties and Responsibilities of Escrow Agent:

Escrow Agent shall deliver the Deposit to Seller or Buyer promptly after receiving a joint written notice signed by Seller and Buyer directing the disbursement of the same, such disbursement to be made in accordance with such direction. If Escrow Agent receives written notice from Buyer or Seller that the party giving such notice is entitled to the Deposit, which notice shall describe with reasonable specificity the reasons for such entitlement, then Escrow Agent shall (i) promptly give notice to the other party of Escrow Agent's receipt of such notice and enclosing a copy of such notice and (ii) subject to the provisions of the following paragraph which shall apply if a conflict arises, on the fourteenth day after the giving of the notice referred to in clause (i) above, deliver the Deposit to the party claiming the right to receive it.

In the event that Escrow Agent shall be uncertain as to its duties or actions hereunder or shall receive instructions or a notice from Buyer or Seller which are in conflict with instructions or a notice from the other party or which, in the reasonable opinion of Escrow Agent, are in conflict with any of the provisions of this Contract, it shall be entitled to take any of the following courses of action:

- (a) Hold the Deposit as provided in this Contract and decline to take any further action until Escrow Agent receives a joint written direction from Buyer and Seller or any order of a court of competent jurisdiction directing the disbursement of the Deposit, in which case Escrow Agent shall then disburse the Deposit in accordance with such direction;
- (b) In the event of litigation between Buyer and Seller, Escrow Agent may deliver the Deposit to the clerk of any court in which such litigation is pending; or
- (c) Escrow Agent may deliver the Deposit to a court of competent jurisdiction and therein commence an action for interpleader, the cost thereof to Escrow Agent to be borne by whichever of Buyer or Seller does not prevail in the litigation.

Escrow Agent shall not be liable for any action taken or omitted in good faith and believed by it to be authorized or within the rights or powers conferred upon it by this Contract and it may rely, and shall be protected in acting or refraining from acting in reliance upon an opinion of counsel and upon any directions, instructions, notice, certificate, instrument, request, paper or other documents believed by it to be genuine and to have been made, sent, signed or presented by the proper party or parties. In no event shall Escrow Agent's liability hereunder exceed the aggregate amount of the Deposit. Escrow Agent shall be under no obligation to take any legal action in connection with the Deposit or this Contract or to appear in, prosecute or

defend any action or legal proceedings which would or might, in its sole opinion, involve it in cost, expense, loss or liability unless, in advance, and as often as reasonably required by it, Escrow Agent shall be furnished with such security and indemnity as it finds reasonably satisfactory against all such cost, expense, loss or liability. Notwithstanding any other provision of this Contract, Buyer and Seller jointly indemnify and hold harmless Escrow Agent against any loss, liability or expense incurred without bad faith on its part and arising out of or in connection with its services under the terms of this Contract, including the cost and expense of defending itself against any claim of liability.

Escrow Agent shall not be bound by any modification of this Contract affecting Escrow Agent's duties hereunder unless the same is in writing and signed by Buyer, Seller and Escrow Agent. From time to time on or after the date hereof, Buyer and Seller shall deliver or cause to be delivered to Escrow Agent such further documents and instruments that fall due, or cause to be done such further acts as Escrow Agent may reasonably request (it being understood that the Escrow Agent shall have no obligation to make any such request) to carry out more effectively the provisions and purposes of this Contract, to evidence compliance with this Contract or to assure itself that it is protected in acting hereunder.

Escrow Agent shall serve hereunder without fee for its services as escrow agent, but shall be entitled to reimbursement for expenses incurred hereunder, which expenses shall be paid and borne equally by Buyer and Seller, unless such expenses are associated with litigation between Buyer and Seller, in which event they shall be borne by the party that does not prevail in the litigation. Escrow Agent agrees that it will not seek reimbursement for the services of its employees or partners, but only for its actual and reasonably incurred out-of-pocket expenses. Escrow Agent executes this Contract solely for the purpose of consent to, and agreeing to be bound by the provisions of hereof.

Buyer acknowledges and agrees that it has been advised that the Escrow Agent has represented, and will continue to represent, the Seller. The performance or non-performance by the Escrow Agent under this Contract shall in no way preclude the representation of Seller by the Escrow Agent, whether or not relating to any matter pertaining to this Escrow Agreement, and Buyer expressly consents to such representation, whether in connection with a controversy under this Escrow Agreement or otherwise, and waives any objections it may have to such representation on the grounds of conflict of interest or otherwise.

SCHEDULE C

Contracts

Dumpster	Month to month
Elevator service	Month to month
Pest control	Month to month